**REMARKS**

The Office Action mailed February 23, 2007 has been carefully reviewed and the foregoing amendment and following remarks have been made in consequence thereof.

Claims 1-24 are now pending in this application. Claims 1-24 are rejected. Claims 1, 5, 7-9, 13, 15-17, 21, 23, and 24 are amended. No new matter has been added.

The rejection of Claims 1-2, 9-10, and 17-18 under 35 U.S.C. § 103(a) as being unpatentable over O'Malley et al. (U.S. Patent Application Publication 2002/0026408) ("O'Malley"), and further in view of Quido et al. (U.S. Patent Application Publication 2003/0093302) ("Quido") is respectfully traversed.

O'Malley describes a system (111) for enrolling a user (109) with multiple request for quote (RFQ) providers (105). The user (109) submits data to the RFQ system (111) for a product or service that the user (109) has an interest in (paragraph [0118]). The user (109) is registered in the RFQ system (111) and the RFQ system (111) uses an integrated system of information to enroll the user with multiple RFQ providers (105) (paragraph [0022]). Upon receiving the quote from any of RFQ providers (105) the user (109) may accept, reject, or ignore the quote (paragraphs [0028], [0029]). If the user (109) ignores the quote or rejects the quote, then user (109) is not affected by the quote (e.g., user (109) is not legally or financially obligated in connection with the quote) (paragraph [0030]). If, however, user (109) accepts the quote from any of RFQ providers 105 and/or the supplier, then user 109 may be obligated (e.g., legally, financially, or otherwise) (paragraph [0030]). Notably, O'Malley does not describe or suggest receiving a customer first response based on a budgetary quote, the customer first response including a message to a manufacturer. Moreover, O'Malley does not describe or suggest adjusting the budgetary quote based on the customer first response and receiving a customer second response including a request for a contractual quote.

Quido describes a method and system for online binding of insurance policies. A data processing system collects information from a user seeking a policy, issues

queries to various databases to collect information on insurability, accepts a request to issue a policy to the user, rates the user as to acceptability, and binds the policy upon acceptance by the use (abstract and paragraph [0023]). Notably, Quido does not describe or suggest receiving a customer first response based on a budgetary quote, the customer first response including a message to a manufacturer. Moreover, Quido does not describe or suggest adjusting the budgetary quote based on the customer first response and receiving a customer second response including a request for a contractual quote.

Claim 1 recites a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service wherein the method includes "receiving data relating to at least one of a customer desired product and a customer desired service . . . providing the customer a budgetary quote based on the received data . . . receiving a customer first response based on the budgetary quote, the customer first response comprising a message to a manufacturer . . . adjusting the budgetary quote based on the customer first response . . . receiving a customer second response comprising a request for a contractual quote . . . and providing, via the web, the customer a contractual quote based on the received customer second response."

Neither O'Malley nor Quido, considered alone or in combination, describe or suggest a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Specifically, neither O'Malley nor Quido, considered alone or in combination, describe or suggest a network based method that includes receiving a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjusting the budgetary quote based on the customer first response, and receiving a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore, and Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Accordingly, for at least the reasons set forth above, Claim 1 is submitted to be patentable over O'Malley and further in view of Quido.

Claim 2 depends directly from independent Claim 1. When the recitations of Claim 2 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claim 2 likewise is patentable over O'Malley.

Claim 9 recites a network based system for providing a customer with a quote for at least one of a manufactured product and a service wherein the system includes "at least one device . . . a server connected to said device and configured to . . . receive data relating to at least one of a customer desired product and a customer desired service . . . provide the customer a budgetary quote based on the received data . . . receive a customer first response based on the budgetary quote, the customer first response comprising a message to a manufacturer . . . adjust the budgetary quote based on the customer first response . . . receive a customer second response comprising a request for a contractual quote . . . and provide the customer a contractual quote based on the received customer second response."

Neither O'Malley nor Quido, considered alone or in combination, describe or suggest a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 9. Specifically, neither O'Malley nor Quido, considered alone or in combination, describe or suggest a server configured to receive a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore, and Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Accordingly, for at least the reasons set forth above, Claim 9 is submitted to be patentable over O'Malley and further in view of Quido.

Claim 10 depends directly from independent Claim 9. When the recitations of Claim 10 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claim 10 likewise is patentable over O'Malley in view of Quido.

Claim 17 recites a computer readable medium encoded with a program executable by a computer for providing a customer with a quote for at least one of a manufactured product and a service wherein the program is configured to "instruct the computer to . . . receive data relating to at least one of a customer desired product and a customer desired service . . . provide the customer a budgetary quote based on the received data . . . receive a customer first response based on the budgetary quote, the customer first response comprising a message to a manufacturer . . . adjust the budgetary quote based on the customer first response . . . receive a customer second response comprising a request for a contractual quote . . . and provide the customer a contractual quote based on the received customer second response."

Neither O'Malley nor Quido, considered alone or in combination, describe or suggest a computer readable medium encoded with a program as recited in Claim 17. Specifically, neither O'Malley nor Quido, considered alone or in combination, describe or suggest a computer readable medium encoded with a program configured to receive a customer first response based on a budgetary quote, the customer first response comprising a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore, and Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Accordingly, for at least the reasons set forth above, Claim 17 is submitted to be patentable over O'Malley and further in view of Quido.

Claim 18 depends directly from independent Claim 17. When the recitations of Claim 18 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claim 18 likewise is patentable over O'Malley in view of Quido.

For at least the reasons set forth above, Applicants respectfully request that the Section 102 rejection of Claims 1, 2, 9, 10, 17, and 18 be withdrawn.

The rejection of Claims 3, 11, and 19 under 35 U.S.C. § 103(a) as being unpatentable over O'Malley and Quido, and further in view of Singh (U.S. Patent Application Publication 2001/0047311) is respectfully traversed.

O'Malley and Quido are described above. Singh describes a collaborative system of aggregating purchase requests wherein buyers (104), suppliers (102, 103) and distributors are electronically connected, via a communications network (110) for the procurement and delivery of both standard and custom products or services (paragraphs [0003], [0025], [0028], and [0049]). Purchase orders are received at an electronic repository connected with the network, such as a website and associated memory (paragraphs [0035], [0051] and [0055]). In response to the received purchase orders, one or more quotes are received at the repository (paragraphs [0035] and [0036]). One method includes aggregating buyers (104) based on a purchase order commonality, while another method includes aggregating suppliers (102, 103) based on capacity similarities (paragraph [0027]). After a match is made and processed, a procurement transaction is executed between a buyer (104) and one or more suppliers (102, 103) via electronic communication over the communications network (110) (paragraphs [0036]-[0038]). Notably, Singh does not describe or suggest receiving a customer first response based on a budgetary quote, the customer first response including a message to a manufacturer. Moreover, Singh does not describe or suggest adjusting the budgetary quote based on the customer first response and receiving a customer second response including a request for a contractual quote.

Claim 1 is recited above.

None of O'Malley, Quido and Singh, considered alone or in combination, describe or suggest a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Specifically, none of O'Malley, Quido and Singh, considered alone or in combination, describe or suggest a network based method that includes receiving a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjusting the budgetary quote based on the customer first response, and receiving a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore. Quido describes

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methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Singh describes a collaborative system of aggregating purchase requests that includes an applications server that includes programs to enable language translation. Accordingly, for at least the reasons set forth above, Claim 1 is submitted to be patentable over O'Malley and Quido, and further in view of Singh.

Claim 3 depends directly from independent Claim 1. When the recitations of Claim 3 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claim 3 likewise is patentable over O'Malley and Quido, and further in view of Singh.

Claim 9 is recited above.

None of O'Malley, Quido and Singh, considered alone or in combination, describe or suggest a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 9. Specifically, none of O'Malley, Quido and Singh, considered alone or in combination, describe or suggest a server configured to receive a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore, and Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Accordingly, for at least the reasons set forth above, Claim 9 is submitted to be patentable over O'Malley and further in view of Quido.

Claim 11 depends directly from independent Claim 9. When the recitations of Claim 11 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claim 11 likewise is patentable over O'Malley and Quido, and further in view of Singh.

Claim 17 is recited above.

None of O'Malley, Quido and Singh, considered alone or in combination, describe or suggest a computer readable medium encoded with a program as recited in Claim 17. Specifically, none of O'Malley, Quido and Singh, considered alone or in combination, describe or suggest a computer readable medium encoded with a program configured to receive a customer first response based on a budgetary quote, the customer first response comprising a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore, and Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Accordingly, for at least the reasons set forth above, Claim 17 is submitted to be patentable over O'Malley and Quido, and further in view of Singh.

Claim 19 depends directly from independent Claim 17. When the recitations of Claim 19 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claim 19 likewise is patentable over O'Malley and Quido, and further in view of Singh.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 3, 11, and 19 be withdrawn.

The rejection of Claims 4-8, 12-16, and 20-24 under 35 U.S.C. § 103(a) as being unpatentable over O'Malley and Quido, and further in view of Duke (International Publication WO 01/37177 A1) is respectfully traversed.

O'Malley and Quido are described above. Duke describes a quote request channel (10) that provides non-exclusive sales leads to all dealers subscribing (13) to a given local advertising cooperative (page 10, lines 14-17). The sales leads are generated in response to quote requests (20, 21) from buyers (14) visiting a web site (11) advertised (19) by conventional advertising cooperatives in the print media and on television and/or radio (page 10, lines 17-18; page 15, lines 6-9). The channel (10) transmits each buyer's (14) description of a desired product, which may include narrative request (21) rather than manufacturer's model specifications (20), to all members (13) of the advertising cooperative as quote requests (20, 21) (page 18, lines

15-17; page 20, lines 12-18). Any member (13) of the advertising cooperative that receives the quote request (20, 21) can respond to the buyer (14) with a quote (12) (page 14, lines 16-18). Notably, Duke does not describe or suggest receiving a customer first response based on a budgetary quote, the customer first response including a message to a manufacturer. Moreover, Duke does not describe or suggest adjusting the budgetary quote based on the customer first response and receiving a customer second response including a request for a contractual quote.

Claim 1 is recited above.

None of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Specifically, none of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a network based method that includes receiving a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjusting the budgetary quote based on the customer first response, and receiving a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore. Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Duke describes that users can receive quotes from a franchisee via e-mail. Accordingly, for at least the reasons set forth above, Claim 1 is submitted to be patentable over O'Malley and Quido, and further in view of Duke.

Claims 4-7 depend, directly or indirectly, from independent Claim 1. When the recitations of Claims 4-7 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 4-7 likewise are patentable over O'Malley and Quido, and further in view of Duke.

Claim 8 recites a network based method for facilitating providing a customer with a quote for at least one of a medical product and a medical service wherein the method includes "receiving a customer first response based on the budgetary quote, the customer first response comprising a message to a manufacturer . . . adjusting the

budgetary quote based on the customer first response . . . receiving a customer second response comprising a request for a contractual quote . . . publishing a budgetary quote as an Extensible Markup Language (XML) document . . . loading the XML budgetary quote in a quote repository . . . sending an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote . . . providing the customer access to view the budgetary quote via the URL . . . receiving a customer response based on the budgetary quote . . . publishing a contractual quote as an Extensible Markup Language (XML) document...loading the XML contractual quote in a quote repository . . . sending an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote . . . providing the customer access to view the contractual quote via the URL . . . receiving a customer second response comprising at least one of the message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote."

None of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a network based method for facilitating providing a customer with a quote for at least one of a medical product and a medical service as recited in Claim 8. Specifically, none of O'Malley, Quido and Duke, considered alone or in combination, describe nor suggest a network based method for facilitating receiving a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjusting the budgetary quote based on the customer first response, and receiving a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore. Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Duke describes that users can receive quotes from a franchisee via e-mail. Accordingly, for at least the reasons set forth above, Claim 8 is submitted to be patentable over O'Malley and Quido, and further in view of Duke.

Claim 9 is recited above.

None of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 9. Specifically, none of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a server configured to receive a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore. Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Duke describes that users can receive quotes from a franchisee via e-mail. Accordingly, for at least the reasons set forth above, Claim 9 is submitted to be patentable over O'Malley and Quido, and further in view of Duke.

Claims 12-15 depend, directly or indirectly, from independent Claim 9. When the recitations of Claims 12-15 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claims 12-15 likewise are patentable over O'Malley and Quido, and further in view of Duke.

Claim 16 recites a network based system for providing a customer with a quote for at least one of a manufactured product and a service wherein the system includes "at least one device . . . a server connected to said device and configured to receive data relating to at least one of a customer desired medical product and a customer desired medical service . . . publish a budgetary quote as an Extensible Markup Language (XML) document . . . load the XML budgetary quote in a quote repository . . . send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote . . . provide the customer access to view the budgetary quote via the URL . . . receive a customer first response based on the budgetary quote, the customer first response comprising a message to a manufacturer . . . adjust the budgetary quote based on the customer first response . . . receive a customer second response comprising a request for a contractual quote . . . publish a contractual quote as an

Extensible Markup Language (XML) document . . . load the XML contractual quote in a quote repository . . . send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote . . . provide the customer access to view the contractual quote via the URL . . . receive a customer second response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote."

None of O'Malley, Quido and Duke, considered alone or in combination, describes or suggests a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 16. Specifically, none of O'Malley, Quido and Duke, considered alone or in combination, describe nor suggest a network based method including a server configured to receive a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore. Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Duke describes that users can receive quotes from a franchisee via e-mail. Accordingly, for at least the reasons set forth above, Claim 16 is submitted to be patentable over O'Malley and Quido, and further in view of Duke.

Claim 17 is recited above.

None of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a computer readable medium encoded with a program as recited in Claim 17. Specifically, none of O'Malley, Quido and Duke, considered alone or in combination, describe or suggest a computer readable medium encoded with a program configured to receive a customer first response based on a budgetary quote, the customer first response comprising a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept,

reject, or ignore. Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Duke describes that users can receive quotes from a franchisee via e-mail. Accordingly, for at least the reasons set forth above, Claim 17 is submitted to be patentable over O'Malley and Quido, and further in view of Duke.

Claims 20-23 depend, directly or indirectly, from independent Claim 17. When the recitations of Claims 20-23 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claims 20-23 likewise are patentable over O'Malley and Quido, and further in view of Duke.

Claim 24 recites a computer readable medium encoded with a program executable by a computer for providing a customer with a quote for at least one of a manufactured product and a service wherein the program is configured to instruct the computer to, "receive data relating to at least one of a customer desired medical product and a customer desired medical service . . . publish a budgetary quote as an Extensible Markup Language (XML) document . . . load the XML budgetary quote in a quote repository . . . send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote . . . provide the customer access to view the budgetary quote via the URL . . . receive a customer response based on the budgetary quote, the customer first response comprising a message to a manufacturer . . . adjust the budgetary quote based on the customer first response . . . receive a customer second response comprising a request for a contractual quote . . . publish a contractual quote as an Extensible Markup Language (XML) document . . . load the XML contractual quote in a quote repository . . . send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote . . . provide the customer access to view the contractual quote via the URL . . . receive a customer second response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote."

None of O'Malley, Quido and Duke, considered alone or in combination, describes or suggests a computer readable medium encoded with a program as recited in Claim 24. Specifically, none of O'Malley, Quido and Duke, considered alone or in

combination, describe nor suggest a computer readable medium encoded with a program configured to instruct the computer to a server configured to receive a customer first response based on the budgetary quote, the customer first response including a message to a manufacturer, adjust the budgetary quote based on the customer first response, and receive a customer second response comprising a request for a contractual quote. Rather, O'Malley describes that the user receives quotes from multiple RFQ providers that the user can accept, reject, or ignore. Quido describes methods and systems for receiving personal customer information, presenting a quotation, and accepting a customer's denial or request for a policy. Duke describes that users can receive quotes from a franchisee via e-mail. Accordingly, for at least the reasons set forth above, Claim 24 is submitted to be patentable over O'Malley and Quido, and further in view of Duke.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 4-8, 12-16, and 20-24 be withdrawn.

Applicants respectfully submit that the Section 103 rejection of the presently pending claims is not a proper rejection. As is well established, obviousness cannot be established by combining the teachings of the cited art to produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combination. None of O'Malley, Quido, Singh, and Duke, considered alone or in combination, describe nor suggest the claimed combination. Furthermore, in contrast to the assertion within the Office Action, Applicants respectfully submit that it would not be obvious to one skilled in the art to combine O'Malley with either Quido, Singh or Duke because there is no motivation to combine the references suggested in the art. Additionally, the Examiner has not pointed to any prior art that teaches or suggests to combine the disclosures, other than Applicants' own teaching.
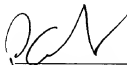
As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck , 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion nor

motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown.

Furthermore, it is impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the cited art so that the claimed invention is rendered obvious. Specifically, one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the art to deprecate the claimed invention. Further, it is impermissible to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art. The present Section 103 rejection is based on a combination of teachings selected in an attempt to arrive at the claimed invention. Since there is no teaching or suggestion in the cited art for the combination, the Section 103 rejection appears to be based on a hindsight reconstruction in which isolated disclosures have been picked and chosen in an attempt to deprecate the present invention. Of course, such a combination is impermissible, and for this reason alone, Applicants request that the Section 103 rejection be withdrawn.

In view of the foregoing amendments and remarks, all the claims now active in this application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,

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